

Intimation.

Powell's
ALEXANDRA
BUILDINGS.GREAT
CASH SALE
of
Household
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Goods.

Now Proceeding.

ART MUSLINS.
ART SERGE.BEDSTEADS.
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COIR MATTING.
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CRETONNES.
CROCKERY.
CRUMB CLOTHS.
CUSHIONS.
CURTAINS.FENDERS.
FIRE IRONS.
FURNITURE.LINOLEUMS.
LAMP SHADES.

RUGS.

SATEENS.
STAIR LINENS.
STOVES.

&c., &c., &c.

GREAT
BARGAINS.POWELL'S
ALEXANDRA
BUILDINGS.

Hongkong, 17th November, 1908.

The Opium Trade.

ATTEMPTED INDIRECT MONOPOLY.

OFFICIAL CORRESPONDENCE.

On the 25th September last we reported, with full details, an attempt to create an indirect monopoly in Canton to control the opium trade by the provincial authorities of Kwangtung and Kwangsi. The official correspondence that has since passed on the subject was laid before the committee of the Hongkong Chamber of Commerce on 12th inst. and is appended:—

Hongkong, 23rd September, 1908.

D. R. Law, Esq.,
Chairman, Hongkong Chamber of Commerce.

Sir,—We beg to submit herewith copy of a letter we have to-day addressed to Mr. Harry H. Fox, H. B. M.'s Consul-General, Canton, in which we have protested against the proposed action of the Provincial Authorities of the Two Kwangs, which we submit, if carried into effect, will seriously restrict and hamper the sale of Raw Opium in the Kwang Tung Province.

We shall be glad if your Chamber will do all in its power to further our protest.

We have &c.,

DAVID SASSOON & Co., Ltd.,—E. Shellim,
E. D. SASSOON & Co.,
E. PABNEY,
S. J. DAVID & Co.,
PHIROZSHA B. PETIT & Co.,
p.p. S. D. Seta.TATA SONS & Co.,—p.p. B. D. Tata,
CAWASJI PALANJEE & Co.,
P. F. TALATI,
H. M. H. NEMAZEE,
M. H. E. ELLIAS.

[Enclosures.]

Hongkong, September 23rd, 1908.

Harry H. Fox, Esq.,
H. B. M.'s Acting Consul-General, Canton.
Sir,—We have the honour to bring to your notice translations of the following documents, copies of which are enclosed:—

1. Notification dated "Kwang Sui, 34th Year 8th Moon, 9th Day," (4th September, 1908), purporting to be issued by the Provincial Judge, the Colonial Treasurer, the President of the Re-Organization Board and Superintendent of Police of the Province of Kwang Tung.

2. Form of Licence referred to in the Notification proposed to be issued by the Two Kwang Tung Coast Defence and Re-organization Board to Native Shops authorizing them to buy and sell by retail raw opium.

3. A Licence referred to in the Notification proposed to be issued by the same Board for smokers of opium authorizing the purchase by the individual mentioned in the Licence for foreign and native opium from native shops.

The notification states that the local authorities will come into force and become operative on the 1st day of the 7th moon, (25th September, 1908). Under the circumstances, therefore, it would appear that no time should be lost in protesting against the action of the Provincial Authorities, which, for the reasons hereafter set forth, we contend is wholly illegal and contrary to Treaty.

The notification provides that the local Authorities shall make:

(1) Clear investigation into the number of shops selling raw and prepared opium in every city, town, village and hamlet.

(2) That the local authorities shall have those shops registered.

(3) That the authorities shall then grant them licence for carrying on their business, i.e., of selling raw and prepared opium.

(4) That after ascertainment and registration of the number of opium shops in the Province of the Two Kwangs, no new opium shops doing business in the buying and selling of raw and prepared opium may be established.

(5) All opium shops are to be belicensed and the licence is to be renewable every year and any shop either buying or selling raw opium without having a licence is liable to be seized and shut up.

(6) Individuals who wish to purchase raw opium must procure licences and produce them to the shop to enable them to purchase the raw opium from that shop. It is incumbent on that shop to see that the purchaser has a licence enabling him to purchase the specified amount and no other quantity than that specified in that licence. The purchaser has to hand over to the opium shop one copy of the licence on purchasing and retain the other himself. Purchasers without a licence are subject to arrest and punishment.

We contend that the Government of China having by Articles 5 and 10 of the British Treaty of Nanking 1842 expressly agreed to abolish the practice named in Article 5 of the Treaty, and having agreed to:—

"Permit British Merchants to carry on their Mercantile transactions with whatever persons they please"

it is gross abuse of this Treaty if the Provincial Authorities of the Two Kwangs are allowed to carry into effect the enactments contained in the Notification above referred to. It is obvious that if Clauses 1, 2 and 3 are carried into effect, the result will be that a certain number of native establishments selling raw and prepared opium will be ascertained, registered and licensed, and this will curtail the sale of raw opium, and only the native establishments registered and licensed will be competent to purchase raw opium from the British vendor, and whether the purchase by the native shop be made direct or through an agent, the result will be the same. In effect the British Merchant will have his trade cut down to the limits of those who are permitted by the Provincial Authorities of the Two Kwangs to trade with him. Such a monopoly would prevent other dealers from participating in the Opium Trade, thus destroying healthy competition and thereby crippling business and

causing heavy loss to importers who will be at the mercy of the few native shops who hold licences authorizing them to purchase raw opium. Holders of licences would be able to combine to dictate purchasing prices, feeling confident of their position as monopolists in the Trade.

We submit that the scheme is illegal and is contrary to Treaty, and is illegal.

With regard in Clause 4, viz:—"that after ascertainment and registration of the number of opium shops in the Province of the Two Kwangs no new opium shops doing business in the buying and selling of raw and prepared opium may be established," the result of this clause will be that a monopoly will be created amongst a certain number of existing opium shops, which shops will, as time goes on, decrease in number by either (a) retirement from business, (b) seizure and closure by the authorities of shops for an infringement or alleged infringement of the law (c) the purchase by capitalists of the shops and of the licences.

In the course of time, therefore, the sale of raw opium will be in the hands of a few, thus creating a monopoly. In this regard we would point out that it would be obviously for a native to judge whether or not a licence was a genuine licence. If a licence presented by a purchaser is found to be false, the proprietor of the opium shop is liable to have his shop seized and shut up, and he would sustain the loss of his entire capital through no fault of his own. This would open the door to fraud inasmuch as false charges could be trumped up against opium shops in order to get them seized and closed in order to obtain the forfeiture of their capital to the Chinese Authorities. This again will ultimately result in the authorities farming the licensed shops out to those capable of paying heavy sums for them over and above the ordinary licence fees.

If these conditions are to prevail, native merchants will be chary of entering into the business, and the trade will consequently get into the hands of a few traders. We predict that in a short space of time the Provincial authorities either by closing the existing shops or by farming them out to a few, will get the whole trade into their own hands, thus creating a monopoly, which is expressly contrary to the Treaty of Nanking.

With regard to Clause 6, on each and every occasion that an individual wishes to purchase opium, this burdensome procedure has to be carried out, and on each occasion the purchaser has to pay a licence fee. This will of necessity hamper trade and prevent freedom on the buying and selling of raw opium.

We contend that all the regulations as we have in some detail pointed out, form the nucleus of a monopoly which will monopolize the raw opium trade in the Province of the Two Kwangs into the hands of a few individuals, and possibly into the hands of the Provincial Government.

It would also be greatly prejudicial to the scheme is permitted to be enforced specially in the present unsettled and unsatisfactory state of the Opium Trade owing to the action of the Chinese Government in closing up the public smoking dens, and importers, in view of the further uncertainty of demand from those who would hold a monopoly, would curtail importation, which would mean a material reduction of their purchases from Government of India's monthly sales.

We think, therefore, that it is advisable to lay the matter before you, so that immediate steps may be taken to stop the regulations being carried into effect and we trust that you will support us in protesting against this proposed infringement of our treaty rights.

In further support of our contention, we would beg to refer you to the following:—

Article V. of the British Treaty of Nanking 1842.

The Government of China having compelled the British Merchants trading at Canton to deal exclusively with certain Chinese Merchants, called Hong Merchants (or co-Hong) who had been licensed by the Chinese Government for this purpose, the Emperor of China agreed to abolish that practice in future at all ports where British Merchants may reside, and to permit them to carry on their Mercantile transactions with whatever persons they please; and His Imperial Majesty further agrees to pay to the British Government the sum of three millions of dollars, on account of debts due to British subjects by some of the said Hong Merchants, or co-Hong, who have become insolvent, and who owe very large sums of money to subjects of Her Britannic Majesty.

Article X of the same Treaty:—

His Majesty the Emperor agrees to establish at all the ports which are by Article II of this Treaty to be thrown open for the resort of British Merchants a fair and regular Tariff of Export and Import Customs and other dues, which Tariff shall be publicly notified, and promulgated for general information; and the Emperor further engages that, when British Merchandise shall have once paid at any of the said ports the regulated customs and dues, agreeable of the tariff to be hereafter fixed, such merchandise may be conveyed by Chinese merchants to any province or city in the interior of the Empire of China, on paying a further amount as transit duties, which shall not exceed per cent. on the tariff value of such goods.

Article XIV of the French Treaty of Tientsin of 1858 "Aucune société de commerce privilégiée ne pourra s'établir en Chine, et il n'y aura de même de toute coalition organisée dans le but d'exercer une monopole sur le commerce. En cas de contravention, au présent Article, les autorités chinoises, sur les représentations du consul ou de l'agent consulaire, arrêteront les moyens de dissoudre de semblables associations dont elles s'efforceront d'effacer les effets."

As previous assistance has been prohibited

pour établir, en décaissant tout ce qui pour- rait porter atteinte à la libre concurrence, la loi de la concurrence est établie (An Opium Monopoly at Nanking" at page 3 of the Appendix to the Report of the Hongkong General Chamber of Commerce, 1907.

Finally we submit that so long as the Indian Government cultivates the growth of the Poppy and sells opium, it is logical that any interference with Treaty Rights with regard to the sale of opium in China should be taken to compel China to carry out and fulfill her Treaty obligations.

We submit, further, that the Chinese Government should not be allowed to make any regulations contrary to Treaty which will affect the free sale of opium from India, the growth of which, under agreement between the British and Chinese Governments, is to be reduced gradually over a period of years.—We have &c.

DAVID SASSOON & Co., Ltd.,—E. Shellim,
E. D. SASSOON & Co.,
S. J. DAVID & Co.,
E. PABNEY,
PHIROZSHA B. PETIT & Co.,—p.p. S. D. Seta.

TATA SONS & Co.,—p.p. B. D. Tata.

P. F. TALATI,
H. M. H. NEMAZEE,
M. H. E. ELLIAS,
CAWASJI PALANJEE & Co.,
CABLE TO SIR JOHN JORDAN, K.C.M.G.,—

Chamber of Commerce strongly protest action Kwangtung Authorities introducing obstructive regulations and attempting opium monopoly (stop) Regulations to come into force tomorrow (stop) Action calculated very seriously affect British trade and contrary Treaty Rights (stop) Chamber's opinion regulations should be permitted which will restrict free sale of opium imported in accordance with agreement between British Chinese Governments providing gradual reduction.

Letter from Government:—
Colonial Secretary's Office,
Hongkong, 3rd October, 1908.

Sir,—I am directed to inform you that His Excellency the Governor has this day received a telegram from His Majesty's Minister at Peking who states that he has made verbal representations to the Wai-wu-pu and given them a memorandum regarding the Opium Monopoly at Canton. The Wai-wu-pu have promised to telegraph instructions to the Viceroy on the subject.

2. I shall be obliged if you will be good enough to communicate the contents of this letter to Messrs. D. Sassoon & Co., and the other signatories of the letter addressed to me on this subject on the 15th ultimo.—I am, &c.,
F. H. MAY,
Colonial Secretary.

Hongkong Chamber of Commerce.

Reply to Government:—
Chamber of Commerce,
Hongkong, 9th October, 1908.

Sir,—I am directed to express the thanks of my Committee for your letter of the 2nd instant having reference to the Opium Monopoly at Canton, and to state that the contents thereof have been communicated to Messrs. David Sassoon & Co., as requested.—I am, &c.,
E. A. M. WILLIAMS,
Secretary.

Hon. Mr. F. H. May, C.M.G.,
Colonial Secretary.

Letter to Messrs. David Sassoon & Co.:—
Chamber of Commerce,
Hongkong, 7th October, 1908.

Gentlemen,—I have the honour to forward for the information of yourselves and co-signatories to the letter recently addressed to the Chairman of the Chamber on the subject of the recent proclamation of the Provincial Government of Kwangtung regarding the sale of opium, a copy of a letter received from the Government of Hongkong in response to the cable of protest despatched by the Chamber to Sir John Jordan.—I am, &c.,
E. A. M. WILLIAMS,
Secretary.

Letter to Sir John Jordan:—
Chamber of Commerce,
Hongkong, 9th October, 1908.

Sir,—I have the honour to confirm this Chamber's cable to Your Excellency of the 14th September reading:—

"Kwangtung Authorities introducing obstructive regulations and attempting opium monopoly (stop) Regulations to come into force tomorrow (stop) Action calculated very seriously affect British trade and contrary Treaty rights (stop) Chamber's opinion is no regulations should be permitted which will restrict free sale opium imported in accordance with agreement between British Chinese Governments providing gradual reduction."

I am directed to forward a copy of the letter and enclosure addressed to the Chairman of the Chamber by the Opium Merchants in Hongkong.

My Committee now learn with much satisfaction that the question has been successfully dealt with by Mr. Fox, H. B. M.'s Acting Consul-General at Canton.

I am directed to add that my Committee greatly appreciate the prompt action taken by Your Excellency in averting what would have been a great injury to British Trade interests.—I have, &c.

E. A. M. WILLIAMS,
Secretary.

FOR SALE.

A FULL-GROWN CHINA TIGER recently trapped in the neighbourhood of Canton.

For further particulars apply by letter to—
C. F. K.

C/o Hongkong Telegraph
Hongkong, 17th November, 1908.

Hotels.

HOTEL PLEASANTON,

No. 17 Water Street, Yokohama.

FIRST CLASS PRIVATE HOTEL—Newly Opened and Furnished Suites or Single Rooms, Private Baths, Modern Sanitary Fittings, Electric Light, Up-to-date Appointments, Renowned Cuisine, Dark Room for Photographers. Charges Moderate.

HENRY LUTZ,

MANAGER.

Hongkong, 16th July, 1908.

HOTEL CRAIGIEBURN,

P.UNKERT'S GAP, the PEAK, near the TRAM TERMINUS Tel. 66.

For Terms, &c., apply to the

MANAGER.

Hongkong, 2nd July, 1908.

Intimations.

NOTICE.

THE OFFICE of Mr. O. D. THOMSON, Solicitor, has been REMOVED to No. 50, QUEEN'S ROAD CENTRAL.
Hongkong, 14th November, 1908.

FRENCH STORE

(late A. Chazalon & Co.),

6, QUEEN'S ROAD CENTRAL.

HAVE just received a Fresh Assortment of AMERICAN GOODS comprising the following:—

SALT HERRINGS, MACKERELS,

SALMON BELLIES, CADFISH

BLOCKS, SPICED NORWEGIAN

ANCHOVIES, SARDELLES,

CANNED FRUITS, &c., &c.

Hongkong, 22nd August, 1908.

HARBOUR MASTER'S DEPARTMENT.

No. 824.

IT is hereby notified that information has been received from the Military Authorities that GUN PRACTICE will be carried out as under:—

On WEDNESDAY, the 18th November:—
From Stonecutters S.D. in a Westerly direction, at ranges up to 7,000 yards commencing at 9.30 A.M., and finishing at 12 Noon.

On THURSDAY and MONDAY, the 19th and 23rd November:—
From Stonecutters S.D. in a Westerly direction, at ranges up to 6,000 yards, commencing at 7 P.M., and finishing at 10 P.M.

On TUESDAY, the 24th November:—
From Stonecutters S.D. in a Westerly direction, at ranges up to 8,000 yards commencing at 10 A.M., and finishing at 12 Noon.

On TUESDAY and MONDAY, the 24th and 30th November:—
From Stonecutters S.D. in a North-Westerly direction, at ranges up to 7,000 yards, commencing at 7 P.M., and finishing at 10 P.M.

On MONDAY, the 30th November:—
From Stonecutters S.D. in a Westerly direction, at ranges up to 8,000 yards, commencing at 10 A.M., and finishing at 12 Noon.

If the weather is unfavourable on any of the above dates, practice will take place on the following day.

All ships, junks and other vessels are to keep clear of the ranges.

C. W. BECKWITH, Lieutenant R.N.,
Harbour Master, &c.

Hongkong, 13th November, 1908.

O. C. MOOSA,

1 & 8, D'AGUILAR STREET.

NOVELTIES OF THE SEASON.

Trimmed and Untrimmed
HATS, RIBBONS, FLOWERS,
FEATHERS, &c., &c.

LACE SCARFS, MOTOR VEILS

IN

VARIOUS COLORS.

MOUSQUETEIRE GLOVES

IN

WHITE DELAINES, NUNSVEL

INGS, VOILES, &c., &c.

LADIES' and CHILDREN'S

UNDERCLOTHINGS.

Samples on application. Cash

Port orders carefully executed.

Hongkong, 30th September, 1908.

[50]

THERAPION MAY NOW ALSO BE OBTAINED

IN DRAGES (TASTELSS) FORM.

A WONDERFUL DISCOVERY.

This is the age of science, and men are beginning to

understand the value of the human body, and the

importance of the system of the human body, and the

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Intimations.

A. S. WATSON & CO., LIMITED.

ESTABLISHED A.D. 1841.

CHEMISTS & DRUGGISTS,
 &c., &c., &c.

BY APPOINTMENT TO HIS EXCELLENCY THE
 GOVERNOR AND HOUSEHOLD.

WATSON'S BALM OF ANISEED,
 \$0.50 and \$1.00.

A reliable remedy for all severe, acute, chronic, and lingering coughs and colds. Relieves hoarseness, sore throat, tickling in the throat, and difficulty in breathing.

WATSON'S COLD CURE TABLETS,
 \$0.80.

Speedily relieves influenza, cold in the head, sneezing, &c.

WATSON'S COUGH LOZENGES,
 \$0.75.

For alleviation of bronchitis, hoarseness, coughs, asthma, colds, and disorders of the throat and lungs.

WATSON'S WILD CHERRY COUGH SYRUP,
 \$0.75.

Highly recommended.

WATSON'S LMBROCATION,
 \$0.80.

For colds in the chest, bronchitis, laryngitis, throat, &c.

A. S. WATSON & CO., LIMITED.
 KOWLOON DISPENSARY
 Hongkong, 73rd October, 1908.

The Hongkong Telegraph

HONGKONG, WEDNESDAY, NOV. 18, 1908.

HONGKONG TRADE MARKS IN THE FAR EAST.

The anomalies and difficulties which surround the registration of trade marks in the Far East has once again been exemplified in the letter which the Colonial Secretary directed to the local Chamber of Commerce the other day. It is obvious that when a merchant takes the trouble to register a mark which should be the definite and upward symbol of the character of the goods placed on the market by him; he naturally expects that the mark in question will be legally protected by the Colonial Government and safeguarded in those countries which have entered into specific agreements with the Imperial Government. Since the discussion on the registration of trade marks arose in Japan, over the flagrant misappropriation of old-established and valuable signs in use by foreign merchants, and the curious judgments of the Courts which in many cases granted to Japanese merchants the right to display trade-marks which they had annexed, negotiations have been proceeding between Great Britain and Japan, with the object of securing the due respect of trade symbols not only in Japan but also in China and Korea. The question which interests local merchants is to what extent any agreement which may be arrived at will affect the protection of trade marks which have been registered in Hongkong? At first sight, it certainly seems only right and proper that if the people of the United Kingdom can have their rights respected in Japan, China and Korea there should be no reason whatever why the merchants of Hongkong should not enjoy the same privileges. There might be difficulties in the way where a self-governing dominion was concerned, but there should be none in the case of a Crown Colony which is bound hand and foot to the Imperial Government, and has as much say in matters political as a jumping popinjay. But if His Excellency the Governor's view of the situation is correct, it will be necessary for Hongkong merchants in the first instance to register their trade-marks in London as well as in this Colony if they wish to obtain the benefits which is to be extended to participants in the joint agreement. The reason for this *dilemma* is given by His Excellency in the following terms: "Otherwise a mark might be registered in Hongkong either by a British or

Non-British Firm, which was the exact facsimile of a mark registered in the United Kingdom; and in that case the Imperial Government would be pledged to extend protection to two identical marks against each other. This difficulty could, however, be overcome by requiring that as, in the case of letters patent, trademarks should not be registered in this Colony until they have been registered in the United Kingdom." Of course, it is quite possible that merchants in England and Hongkong might by singular coincidence hit upon precisely similar designs to be utilised as trade marks; in which case the Governor's argument would be impeccable. Or, again, merchants engaged in the same line of business might register marks whose resemblance was so significant as to be indistinguishable to the casual buyer. But these are purely speculative cases, and we think that it should not be impossible for the Imperial Government to devise measures which would amply protect the original user of the device in question; especially if he traded in the Colonies, without putting him to the inconvenience and expense of registering the trade-mark in England. From the letter sent to the Chamber by the Governor, through the Colonial Secretary, we learn, as might have been expected, "that the majority of British merchants in Hongkong deprecate the expense and delay which would be involved by prior registration in the United Kingdom; that, as their marks are not used in the United Kingdom, registration there is of no use to them; and that all they desire to obtain by registration in Hongkong is the local protection of their trade-marks." The crowning interest of the communication lies in the tale which it is stated that His Excellency's desire is to learn whether Hongkong merchants who register their trademarks here merely desire local protection or seek protection in China, Korea and Japan as well? If they seek the latter, says the Governor, they must go to England for it, because they won't get it in Hongkong. So there you are. The Governor desires an opinion on a certain question on which his mind is already made up. In what way the views of the Chamber could affect the position when the principle has already been settled by the authorities, it is impossible to conceive. The members might blurt and raise quavered voices in protest, but they might as well proceed to howl in the wilderness for all the good that would result. In the reply of the secretary of the Chamber of Commerce, a plain and direct answer is given by Mr. J. R. M. Smith. "In the event of the claims of a mark registered by the British subject only in the United Kingdom conflicting with the claims of a mark registered by a British subject only in Hongkong, it would be possible for the Imperial Government to protest in China the one which could prove rights conferred by prior usage." That would appear to be a single way of surmounting the obstacles raised by the Government—if the Government were prepared to consider the matter at all. As the secretary concludes: "The effect would be to protect by local registration the marks of British subjects in China, Korea and Japan as well as locally, but to protect the marks of other subjects only locally, which seems to meet the main difficulty. Under the impression that this view of the rights of prior usage is supported by the spirit of the English law upon the subject, and having regard to the extreme local inconvenience of compulsory registration in the United Kingdom, my Committee would recommend that it should not be made a condition precedent to registration in Hongkong in the new ordinance which His Excellency proposes to enact." From a business point of view the recommendation of the Chamber is worthy of serious consideration but we are afraid that it will be pigeon-holed and only heard of again at the coming of the Greek Kalends. There is one fact, however, which must give rise to some slight satisfaction, and that is the interest which the Imperial Government is giving to the question of the registration of British trade marks in foreign countries. It is somewhat curious that such commercial reforms and evidence of business enlightenment invariably attend a Liberal Administration whereas the Conservatives usually succeed in devoting their entire attention to the floating of impossible schemes or the flouting of friendly nations, which adds to the exigencies of trade operations.

LOCAL AND GENERAL.

Mr. J. R. M. Smith has been elected vice-chairman of the general committee of the Hongkong Chamber of Commerce.

A case where four Chinamen are charged with being in unlawful possession of three daggers is to be heard next Wednesday and is likely to prove of interest.

Four stealing a few pieces of wood, a Chinaman, who said he took them to use as firewood, was fined \$20 or the alternative of fourteen days at the Police Court, this morning.

The vacancy in the committee of the Hongkong Chamber of Commerce caused by the regretted untimely death of Mr. R. Broderick has not yet been filled. It is left over to be considered at a future date.

A Landlord's Duty.

NOTICE TO TENANT NECESSARY.

IMPORTANT DECISION OF THE CHIEF JUSTICE.

The Chief Justice (Sir Francis Pigott), presiding in the Supreme Court this morning, gave his reserved decision in the appeal case in which the Humphreys Estate and Finance Company sought to set aside a judgment of Mr. Justice Gompertz, given against them in favour of Mr. P. W. Goldring, a solicitor, who claimed \$500 for breach of contract. It may be remembered that the complaint was that the appellant firm failed to comply with an agreement, whereby they undertook to keep the roof and exterior walls of the respondent's premises at Kowloon in a proper state of repair and amendment.

His Lordship dismissed the appeal with costs.

In delivering his judgment the Chief Justice said:—In this case the plaintiff was tenant for one year of a flat on the second floor of a house in Robinson Road, Kowloon, and he sued the landlord for damages to his property caused by water coming into the flat. I take the following facts from the judgment of the learned Judge: Some of them are challenged by the notice of motion in so far as they are inferences; but we are of opinion that these inferences are sound. "On 28th July, the Colony was visited by a severe typhoon, causing considerable damage to buildings. After this storm the plaintiff noticed dampness in the ceiling of the verandah but this passed off and there was no leakage. The plaintiff apparently thought no more about it and did not inform the defendant company of what he had seen. On the 20th August it rained heavily all day and next morning plaintiff found water pouring through his roof and verandah wall, causing considerable damage to his personal effects. He now claims \$500 as loss suffered by him in consequence of the breach by the defendant company of their agreement to keep the premises in proper repair. No structural defect is alleged and it appears that the 'damage' was caused by water which had accumulated in large quantity on the roof owing to the gutter pipes becoming blocked. They were found to be choked with rubbish and grass, leaves of trees, and 'black matter,' and also with plaster from the wall. The pipes were apparently cleared without difficulty by the plaintiff's coolie who was sent up on the roof, and the accumulated water thereupon escaped." The agreement contained the following clause:—"The landlord shall keep the roof and all exterior walls of the said premises in a proper tenable state of repair and amendment at their own costs." The plaintiff sued for breach of this agreement and recovered \$500 damages. The defendant's fundamental principle of law laid down by the majority of the Court of Exchequer in *Makin v. Watkinson* and since adopted by all courts that on a covenant such as this the lessor cannot be sued for non-repair, or from damages resulting from non-repair, unless he has received notice of want of repair. It is to be noted at once that there is a difference in the facts of this case and that for here the letting was of a flat and not of a whole building—and it was argued that this is sufficient to take the present case out of the principle. We must therefore see what are the reasons on which this principle is based. As a matter of fact it works out not as a principle of law, but as a very simple little bit of common sense. Baron Bramwell and Channell admitted that the dictum of Chief Justice Mansfield and Justice Gibbs in *Moore v. Clark* was *obiter*, but they gave judgment in precisely the same sense. "The lessor may charge the lessee without notice; for the lessor is not on the spot to see the repairs wanted; the lessee is, and therefore the lessee cannot charge the lessor for breach of repairs without notice, for the lessor may not know that repairs are necessary." There was some discussion as to whether the necessary words to give effect to this idea would be incorporated into the covenant; but it was held that on the assumption that the contracting parties were reasonable men, and intended what was reasonable, it might be done; and the test of reasonableness was this—that the lessor may not know that repairs are necessary. I confess that I prefer the words of the old dictum to those given by Baron Bramwell that the lessor has no means of ascertaining the condition of the premises; because this assumes that "if the lessor comes to repair when no repair is needed he will be a trespasser," and that if he came for the purpose of looking into the state of the premises, the lessee could prevent him because that would not be a lawful cause of entry. I should have thought that a reasonable entry for the purpose of fulfilling a covenant in the lease would have been justified from the necessity of fulfilling the covenant. It might have to be by request, but if the lessee declined he could not recover. But although these criticisms of some part of the reasoning on which *Makin v. Watkinson* is based are necessary, it is quite clear that the idea involved in the decision is that where the lessor has parted with the control of the premises he cannot be presumed to keep so watchful an eye over them as the lessee, and therefore the duty of surveillance is thrown upon the lessee in so far as this covenant is concerned, and he must give the lessor notice when occasion arises for repairing under the covenant. The Court of Appeal in *Huggal v. McLean* definitely established the rule and served it from the reason. The drains in a house were in a defective condition; the tenant had not the means of knowing their condition, but the landlord had; yet this was held not sufficient to relieve the tenant from this implied condition of giving notice. "If therefore the circumstances are identical, we must not look at the reason but only at the rule, if they are not identical then we can only

apply the rule if the reason is applicable to the new circumstances. Two other cases cited—*Broggi v. Robbins* and *Tredway v. Maclellan*—do not carry the law any further. The material inquiry in this case is, therefore, what is included in the lease of a flat? Does it include the roof? I cannot accept the reasoning of Justice Byrne in *Carlisle Café Co. v. Moore* where he arrived at the conclusion that the lease of rooms on a floor is a lease of a separate dwelling and includes the outer wall so far as it is solely appropriate to the rooms let, because the dispute arose not between the lessor and lessee, but between two lessees. It is obvious that one lessee could not deny the right of another lessee to use the exterior walls of one flat which he himself was claiming. But that is a very different thing from saying that the lease of the floor or flat included the use of the outer wall, thereby making the lessor a trespasser if he used it. This case must therefore be put on one side.

The only case bearing on the question—What is involved in a lease of a flat?—is *Hargrove v. Harrop*. There, however, there had been notice by the lessee that a gutter in the roof had become stopped up and that rain water was coming through the roof; and that action was brought for negligence in allowing the repairs to stand over for 5 days. Moreover there was no covenant to repair, and the plaintiff succeeded on the covenant for quiet enjoyment. The judgment refers however to the fact found by the County Court judge that "the roof was not demised to the plaintiff, but was retained in the possession and under the control of the defendants, and there was no evidence that the plaintiffs or any of the tenants had any right of access to the roof or any privilege to go up on it, or that they had in fact ever repaired it or cleaned out the gutter." I agree that this is not a finding which we are bound by, because, it was suggested, that there might have been an express reservation of the control of the roof by the lessor. The suggestion however is not borne out by the reports of the case all of which stated expressly that there was no such reservation. Therefore this Court is called upon to decide what is included in the lease of a flat. We are clearly of opinion that it is a lease of the interior only; that it gives no right to the lessee as against the landlord to use, except by legal necessity, either the outside walls, or the roof, or anything appurtenant thereto. As to the roof it is too clear, for otherwise the lessee might erect an advertisement or sky sign on the roof, and the lessor might not, nor use it in any other lawful way. Further the gutter and pipes are clearly appointment to the roof. This is made all the clearer by the fact that there were two flats on each floor, under the same roof, and what is true of one lessee must also be true of all four-lessees.

Therefore, as there was no demise of that part of the premises which were out of repair, the doctrine of notice cannot apply, for the simple reason that the lessor can go on the roof certainly in law but not in fact, and the lessor in the case put by Baron Bramwell in *Makin v. Watkinson*. The reason for the rule as to notice fails, for the lessor "may know that repairs are necessary." That a cause of action therefore accrued in the circumstances, we have no doubt on another familiar principle which deals with accumulations of water on your property which amount to a non-natural use of it. But this action was not brought in this way, but for breach of the covenant to repair, and we must see if this will lie.

It seems to me that *Hargrove v. Harrop* carries the case the whole way. The roof and the gutter were not demised; independently of the covenant a duty arises to inspect the gutters and keep them in such a proper state of repair as to prevent water accumulating on the roof in consequence of non-repair; it is an *affortit* if there is a covenant; and it is clear that the notice was only referred to in order to aggravate the breach of duty, for the judgment refers to the defendants as "never having inspected the gutters, and delayed repairs even after receipt of the notice."

But putting this on one side, the case against the soundness of the decision of the *Puine* Judge is put as strongly as it can be put in the notice of motion, in paragraphs (3) and (4). "The pipes and gutters on the roof are part and parcel of the flat let to the plaintiff."

We are of opinion that they are appurtenant to the roof, and were therefore not let to the plaintiff.

"The covenant only extends to structural defects of the roof and walls and not to choked drain pipes."

We do not agree as to the limitation to structural defects; and we are of opinion that a choked drain pipe, both literally and legally, is in need of repair; it is not big enough it is a structural defect; just as much as if the wall were not strong to support the roof it would be if it is big enough but will not serve the purpose for which it was intended if it is in need of repair.

Therefore the covenant sued on covers this case. And the practical result of our decision is the common sense one that if landlords demise rooms, or flats, or floors, covered by a roof, it is their duty to see that all parts of that roof, with its appurtenances, are in good and working order, without any correlative duty being thrown on the tenant to warn them or give them notice of their being out of repair. The landlord's duty arises out of their relationship to the tenant if there is no covenant; it arises out of the covenant if there is one.

The *Puine* Judge (Mr. H. H. Gompertz) said that he agreed with the judgment of the Chief Justice, and he thought the appeal should be dismissed with costs. He would only add with reference to the objection of the learned Counsel for the appellants that his judgment in the *Summary* Court was based upon the ground of negligence, although negligence was in fact not part of the plaintiff's claim. That he may have misunderstood, and he wished therefore to remove the apprehension. Once it was established that the doctrine of notice being necessary only applied where there was a demise of the actual premises, then the

want of repairs was alleged; and the Court had held that in the present case the roof and its appurtenances were not demised. Then the question arose: That the liability of the defendant company had assumed under its covenant to repair. They were certainly not insurers, and he thought their duty was to use all reasonable care and skill to keep in proper repair. He found that less than reasonable care had been exercised, and that was the ground on which he found them liable.

Mr. Goldring moved for judgment and costs. Sir Henry asked what costs were wanted. The respondent had appeared in person, with the valuable assistance of Mr. Grist (of Messrs. Wilkinson and Grist) and he did not think that costs for a person appearing in person included the service of a solicitor.

The Chief Justice decided that the matter be left in the hands of Mr. Sath (the Registrar). Sir Henry Berkeley, K.C., assisted by Mr. P. M. Hodgson (of Messrs. Ewins and Harrison) appeared for the appellant firm. Mr. P. W. Goldring, assisted by Mr. E. J. Grist (of Messrs. Wilkinson and Grist) conducted the case on his own behalf.

TWO MEN MAKE A BIG HAUL.

The story of an alleged extensive robbery at No. 59, Wing Lok Street, was told before Mr. J. H. Kemp, First Police-Magistrate, at the Police Court, this morning. The two men implicated are Li Tsan and Nim Hoi, and the charge against the men is unlawfully entering the above-mentioned premises and stealing four pin-boxes and 148 pieces of clothing, including a valuable fur-lined coat, aggregating to the value of \$778, the property of one Cheng Mong Cho. Detective-Sergeant Terrett appeared on behalf of the prosecution while the defendants were unrepresented.

A shopkeeper of the Kwong Cheung shop was the first to be called to the witness-box. He stated that he lived on the second floor of the shop where the theft was committed and spoke to having discovered the loss of the articles.

A Chinese detective was the next witness called. He said that at 7.30 p.m. yesterday he found one of the defendants carrying the clothing wrapped up in a handkerchief. He was leaning against a lamp-post and was engaged in conversation with the other defendant. Witness asked defendant what the bundle contained. The latter replied that it contained some clothing; the other defendant at the same time voluntarily remarking that he wished to buy the stuff without at first being interrogated. The first defendant was holding four pawn-tickets in his hand which the second defendant snatched and tore. Two of the tickets belonged to Hongkong and the remaining two to Macao. Witness subsequently had the pieces pasted together (produced in Court).

Witness evidence was taken and the proceedings were adjourned until tomorrow when the proceedings will be resumed.

A BLANK SESSIONS.

NO CASE SET DOWN FOR TRIAL.

The November Criminal Sessions was opened by Mr. Justice Gompertz this morning. There was not a single case set down on the calendar for trial. The Attorney-General, in informing His Lordship that the sessions was a blank one, said: "I am glad to inform you that no indictment has been filed for the present session. There are no cases for trial. The Police Judge bowed and retired. In view of the fact that no white gloves were presented does not show that crime in the Colony is on the downward grade."

DR. LAMM, the American occultist, intends to visit Hongkong again in three or four weeks, to remain a few days before going on to Japan. He is now at the Victoria Hotel, Canton, where he will remain till the 20th inst.

Six men were fined \$25 each for secreting themselves on board the s.s. *Namasing* thereby obtaining a free passage from Singapore to Hongkong. Cheng Ki, a coolie residing at Yau-ma-tei, was also fined \$10 for being found on the German Mail steamer *Kleist* without the permission of the authorities.

YESTERDAY morning the steamer *Hong Bee* reached port from Singapore. Bad weather was reported during the trip. Besides a number of passengers there were on board forty deportees from the Straits Settlements. They were taken in custody by the police, who are taking the necessary steps to return them to their respective homes.

The following telegram was received this afternoon by the Rt. Rev. Bishop Pozzo from His Eminence Cardinal Merry del Val, Secretary of Pontifical State, Vatican, Rome, in reply to the telegram despatched to him by His Holiness the Pope by the Hongkong Roma Catholics on the 16th inst.—

"Pozzo, Hongkong.
 'The Holy Father thanks, amably sends the requested blessing.'
 'Cardinal MERRY DEL VAL.'"

When a certain publican was called upon to interpret in a case "from the Russian language into the English language and vice versa to the best of your ability" in the Police Court, yesterday, that gentleman appeared to take the oath minus his headgear. "It is customary," remarked the magistrate, "to have your hat on when you are taking the oath." "It is customary," explained the public-house man, "when there is a roof above one. When there is not then the hat is to be worn." The oath was then administered, but the interpreter had his hat on.

A RUSSIAN, who said that his name was Malashevsky, was arrested in the Colony yesterday afternoon on a warrant which charged him with theft. It was alleged that Malashevsky, by some means or other, obtained five cases of cigarettes from a conspirator named Sissile the other day. The cigarettes, valued at \$1,500, were consigned to Amoy, and it was further alleged that Malashevsky got the bill of lading and took possession of the goods. Malashevsky was charged in the Police Court this morning with the theft. He pleaded not guilty to the charge and was remanded. Bail in the sum of \$5,000 was accepted.

Telegrams.

"HONGKONG TELEGRAPH" SERVICE.

Peking Under Arms.

PRINCE CHUN'S TIMIDITY.

THE CAPITAL IN A STATE OF CONSTERNATION.

[By courtesy of the "Shung Po."] Peking, 17th November.

The death-bed Edict of the late Emperor was drafted by Grand Councillors Yuan Shih-kai and Sai Chuk by command of the Empress Dowager.

Prince Ching, who had then returned to Peking, took no part in the formulation of the draft.

There has been a panic in the money market in Peking and over half the number of the native Banks have closed their doors.

The Infant Emperor was to ascend the Throne to-day attended by the customary ceremonies.

When the Empress Dowager was in her death-bed she sent for Prince Chyn to enter the Palace and forthwith assume the responsibilities in the administration of State affairs.

His Royal Highness was timorous and did not dare to proceed within the precincts of the Imperial edifice, alleging, as an excuse, that it was more convenient for the despatch of business, that he should remain in the office of the Cabinet where he could consult the Grand Councillors more easily.

Most of the important matters in the Palace was attended to by Yuan Shih-kai.

Although Prince Ching has been in the Palace ever since the passing away of the Emperor, he has had no voice in the counsels of State. He is greatly incensed in consequence.

The death of His Majesty has thrown Peking into a state of consternation; it has given rise to rumours that there has been foul play in the death of Kwang Su.

Prince Chun regards Chang Chih-tung as an able and experienced official and generally seeks his advice on all important matters.

The Palace is closely guarded, within and without, by troops under General Cheung Kwai Sang.

Orders have been despatched to Tann-Fang, Yum Cheung and Wang Hsi-chang to hasten to Peking with their foreign-drilled troops.

In view of the existing situation and apprehending personal violence on him, Prince Chun hesitates to act as Regent.

Prince Ching does not conceal his disappointment and proposes to resign from the Grand Council as soon as the funeral ceremonies are over.

The Forbidden City is strongly guarded, and there are unmistakable signs that the political atmosphere in the Palace is abnormal.

People in the Capital are becoming panic-stricken under a tension of uncertainty. The Grand Councillors have, in consequence, prohibited the despatch of letters and telegrams lest State secrets might be given away at the present critical juncture.

The Councillors have telegraphed to Viceroy Yeung Hsi-chang to proceed to Peking by Express train to attend a conference on important affairs.

The course of events has so put about Prince Ching that he has taken ill; it is feared he cannot attend to his duties.

Urgent telegrams have been forwarded by the Grand Councillors containing news of recent events in Peking for the information of foreign countries as well as China proper.

6.45 p.m.
 The unconfirmed report is reiterated of the murder of the new Emperor, Po-yeo. The persistence of the rumour in Peking is adding fuel to the fire of excitement prevailing in the minds of the populace.

[The foregoing despatches were received by our well-informed contemporary between 4 and 7 p.m. yesterday, and as usual, with their accompanying 'prompts,' were issued in their entirety—Ed. V.C.T.]

Telegrams.

[Reuters.]

The Near East.

London, 16th November.

Montenegro has protested to Austria against violations of the frontier by Austrian Guards, one of which has been captured, his companions escaping.

Austria denies that the frontier has been crossed.

There is great excitement in Cetinje.

The United States.

The assassin of Mr. Henry has committed suicide in jail.

Later.

The Death of the Emperor and Dowager Empress of China.

The Chinese Reformers in Australia have received a telegram suggesting foul play in connection with the death of the Emperor of China.

The newspapers earnestly hope that dynamic changes will not affect the tranquillity of China and emphasize the responsibility of the Regent.

The Times remarks that the death of the Empress necessarily implies some modification of policy, and although the promise of constitutional government remains embalm in the Imperial edict, the reforming spirit is working in many ways. Whether under the new regime the Court will be less reactionary, is a problem the solution of which will be awaited with intense interest.

The French Colonial Estimates.

During the discussion of the French Colonial Force Estimates in the Chamber, Admiral Bretonne denounced the Japanese anti-French propaganda in Indo-China.

The Minister of Education and the Minister for the Colonies declared that there was no cause for uneasiness.

The population was rejoicing in civilization brought by France, and the Franco-Japanese Agreement had been a happy event for Indo-China.

PARTNERSHIP REGISTRATION.

THE REUTER BROCKELMANN CASE.

AN IMPORTANT DECISION.

A judgment of some importance to merchants in this Colony, having reference to the old question of partnership registration, on which subject we have dealt with before, was delivered by Sir Francis J. G. (the Chief Justice) this forenoon. The matter at issue was that in which the Kwong Wing Cheung firm of Canton, sued for an injunction to restrain Messrs. Reuter, Brockelmann and Company, their servants, and agents from falsely representing to the German Consul at Canton, and to the Chinese authorities at Canton, that certain of the partners of the Cheung Loong firm, of Hongkong, sugar merchants, were also partners in the plaintiffs' firm; and from further endeavouring to enforce payment by the plaintiffs of a debt alleged to be due to the defendants by the Cheung Loong firm, by attachment of property belonging to the plaintiffs or in which they were interested. The plaintiffs claimed the sum of \$10,000 damages for alleged false representation and libel.

Readers will recollect the special jury, after considering the matter for nearly a fortnight, returned a unanimous verdict for the Chinese firm, on the ground of trespass, and awarded damages in the sum of one dollar. They agreed that nine persons were not partners in the Kwong Wing Cheung by a majority of five to two. They agreed that the three, Wong Hing-tong and two others, partners in the Kwong Hing Cheung, were partners in the Cheung Loong on February 21st, by a majority of six to one. They agreed, by a majority of four to three, that the defendants acted with reasonable and probable cause in alleging on February 21st, that these three men were partners in the Cheung Loong. They were also unanimous in finding that this did not constitute a libel, and that there should be no damages.

An appeal was then applied for and obtained, the plaintiffs giving their grounds that the verdict of the jury on the 1st, 2nd, 3rd, 4th and 5th questions submitted to them be set aside on the grounds that the verdict was contrary to the evidence, against the weight of the evidence, and perverse in that the majority of the jury were influenced by the desire not to allow the plaintiffs to have the benefit of the judgment of this honourable Court because in the accounts of the Kwong Wing Cheung firm the identity of the partners was concealed by the use of *hong* names while it was maintained by the defence that the judge was wrong in directing the jury that in consequence of the defendants not having produced the warrant of the Chinese Authorities, under which the seizure of the property of the plaintiffs had been made, they must find a verdict for the plaintiffs with damages for trespass to the goods of the plaintiffs; that inasmuch as the jury found a verdict for the defendants on all the issues of facts left to them, and only found for the plaintiffs on the one issue of trespass to goods because they were directed so to do, the judge was wrong in refusing the application of the defendants for the costs of those issues which the jury had found in their favour; that the grounds upon which such refusal was based, namely:—(1) that the direction to find for the plaintiffs on the trespass issue terminated the case, and that the issues submitted thereafter were irrelevant, and therefore unnecessary, did not constitute a "good cause" for depriving the defendants of the costs of such issues.

The Chief Justice found in favour of Reuter, Brockelmann. The Plaintiff's Counsel, Sir Francis J. G., said:—A certain sugar firm, the Cheung Loong, composed of five partners, who

Yiu Nam and Loung Tsai, Pang, were in business in Hongkong and had dealings with Messrs. Reuter Brockelmann, the defendant's branch house in the Colony. At the time immediately preceding the occurrences which led to this suit, the Cheung Loong had contracted to purchase sugar to the extent of about \$50,000, in three contracts. Delivery had been taken (a certain amount of the sugar, and \$5,000 had been paid on account, but a considerable quantity, 4,000 bags, had not been taken, and consequently remained in godown. On the construction of the contracts, I have no doubt that the property in this sugar had not passed to the Cheung Loong, but remained with Reuter Brockelmann and Co., that their right was to sell the sugar speedily and obtain the best price they could, and to prove in the bankruptcy of the firm for the difference—whereon they would have received the small dividend of 3.30 per cent. I have no doubt further, all the parties to the transaction being within the jurisdiction of this Court, and the transaction itself having been concluded in Hongkong that Messrs. Reuter Brockelmann and Co. were subject to the jurisdiction of this Court in the matter of this bankruptcy. This aspect of the case was not very much referred to in argument, but it is sufficiently material for me to deal with it. All persons in the Colony, British subjects or aliens, who are creditors of a bankrupt who is before the Court in bankruptcy, are subject to the jurisdiction of the Court. There is no doubt that if assets belonging to the bankrupt are discovered in another country and a creditor endeavours to obtain them for his own benefit, the Court has some jurisdiction to control his action, and this, if he is within the jurisdiction, whether he has proved in the bankruptcy or not. It is not necessary to define, with precision to what extent that jurisdiction goes; it is sufficient to note that it exists; also that the discovery of a partner in another country whose property could be brought into the bankruptcy estate for the benefit of the creditors comes within the meaning of assets as above referred to. Further it is clear that if Reuter Brockelmann and Co.'s application to the German Consul for assistance in recovering such assets in Canton came within the terms of the jurisdiction clauses of the Treaties of Tientsin, so also would an application by the Trustees in bankruptcy to the British Consul for similar assistance within those clauses. And for myself I have no doubt whatever that what Messrs. Reuter Brockelmann and Co. did in this instance was an attempt to *pass out* the Trustees in the Cheung Loong Bankruptcy. They did not prove to that bankruptcy, but endeavoured to obtain a payment of the whole sum due to them by application to the German Consul; and I have no doubt that, at least during the pendency of the bankruptcy proceedings before this Court, this was in violation of the bankruptcy laws of this Colony, under the protection of which they carry on their business in this Colony. Action of this sort is most prejudicial to the other traders of all nationalities as well as British in Hongkong, and must therefore be also highly prejudicial to the great international trade of the Colony. It is one of those "loose ends" which result from the consular jurisdiction treaties with China, and which it would be for the benefit of all concerned in the commercial welfare of this Colony, to get rid of by putting the whole question on a more satisfactory and equitable basis. I am bound to allude to this matter, because I think it is of the utmost importance that the innumerable foreign firms who trade in this Colony should realise it. That large measure of freedom of trade and access to our Courts which has been accorded to "merchant strangers" repairing into the realm of England, "not to be described as the 'open door' for, since, Magna Charta and the 14th year of Richard II. there has never been a door to close, carries with it implicit obedience to our laws which I believe are framed in the best interests of this free commerce. It is just this which makes the difference between trading in a British Colony and trading in a Treaty Port. I think it right to add to what I have said that the error into which Messrs. Reuter Brockelmann and Co. fell, and which was the origin of all this litigation, was perhaps due to the fact that the firm trades in so many Treaty Ports in the East as well as in Hongkong, that this essential distinction between Hongkong and the rest of the East had somewhat escaped them.

His Lordship, as stated above, held that the appellants should win, while Mr. Justice Gompertz arrived at a different opinion. A stay of execution was asked for, and obtained. Counsel were as follows:—For the plaintiffs—Mr. M. W. Studd, instructed by Mr. C. F. Dixon, of Messrs. Hastings and Hastings. For the defendants—Mr. H. E. Pollock, K.C., and Sir Henry Berkeley, K.C., instructed by Mr. E. F. M. Laing, of Messrs. Deacon, Looker and Deacon.

INFRINGING A HEALTH REGULATION.

AN EXEMPLARY FINE.

In the Marine Court, this morning, before Lieut. C. W. Backwith, R.N., Harbour Master, Police-Sergeant W. R. Sutton charged Pok Tsui, master of the steam-launch *King Edward*, with approaching within 30 yards of the s.s. *Catherine Ahear*, which at the time was a suspected vessel, without first having received the express permission of the Health Officer on the 12th instant.

Prosecutor stated that at about 10.10 a.m. on the day in question, he saw the *King Edward* run close alongside the s.s. *Catherine Ahear*, then lying in the Quarantine Anchorage, flying the quarantine flag. The European in the *King Edward* got out into the Harbour Office launch *Lily*. Witness proceeded to the latter vessel and asked if permission had been given to the *King Edward* to go alongside but found none had been given.

The crewman pleaded not guilty and said that he received orders from the European in charge of the vessel. Owing to the serious nature of the offence, the Harbour Master could not see his way to treat it lightly and fined the coxswain \$50 or the alternative of three months hard labour.

CHINA'S CURRENCY.

UNIFORM SILVER STANDARD.

The following letter was read at the meeting of the Committee of the Chamber of Commerce on 12th inst.:

Colonial Secretary's Office,
10th November, 1908.
Sir,—With reference to my letter No. 5778/1904 of the 25th August, 1904, I am directed to transmit for the information of your Chamber the enclosed copy of a despatch from Sir John Jordan dated the 22nd ult.—I am, &c.,
(Sd.) F. H. MAY,
Colonial Secretary.

The Secretary,
Hongkong Chamber of Commerce.

British Legation,
Peking; 22nd October, 1908.

Sir,—With reference to my despatch of 8th January last, I have the honour to transmit herewith to Your Excellency copies of an Imperial Decree issued on October 5th, and of the Memorial of the Government Council upon which it was based ordaining the introduction of a uniform silver currency throughout the Empire of which a coin weighing one K'u Ping or Treasury tael is to be the unit.

I have thought it might possibly be of use to Your Excellency and the Chamber of Commerce to have an authorised translation of these documents.—I have, &c.,
(Sd.) J. N. JORDAN.

His Excellency Sir F. J. D. Lugard, K.C.M.G.,
C.B., D.S.O., Governor and Commander-in-Chief,
Hongkong.

DTCREE.

[Peking Gazette.]

5th October, 1908.

An Imperial Decree in response to a memorial of Prince Ching a d'other Ministers of the Government Council, and of Prince Pu-lun and other Members of the Senate, who, in obedience to our Commands, have deliberated upon the subject of a uniform national currency.

A standard currency is the fundamental principle of public finance, and various countries have adopted a gold coin as their unit of value, with subsidiary currency of silver and copper tokens. Under well-framed regulations, such currencies have been found convenient and profitable. But it requires years of preparation to be ready for such a measure, which can by no means be attained at one step. The finances of China are in confusion and the standardising of the currency is an urgent necessity. If actual gold coins were to be taken as the standard unit, it would be difficult to raise the necessary amount; while if gold were merely taken nominally as the standard unit, grave dangers would be incurred. It is evident therefore that we should first standardise and render uniform the silver currency, and then carefully proceed to take measures for a further advance, with a view to assuring the adoption of a gold standard in the future.

The memorialists have pointed out that the use of the tael and its fractions has been so long established that it would be difficult to substitute any other denomination in its place. The Committee of Finance in a previous memorial also recommended the determination of the tael as the silver coin to be used.

We therefore command that a large silver coin shall be struck, weighing one K'u Ping tael, and that large quantities of silver coins weighing 5 of a K'u Ping tael shall also be minted for general convenience in use. Also there shall be small pieces of one mace and of five candareens, of less pure silver, which will serve as subsidiary currency. The two silver coins aforesaid shall be 980 fine, while the two small silver pieces will be 880 fine.

This silver currency, except in so far as calculations under Treaties and Agreements with Foreign Powers will require to be made as before, shall be uniformly used by all Vassals, great or small, in Peking or the Provinces, all their Treasury transactions, and all allowances for difference of weight or touch, or meltage fees, &c., &c. shall henceforth be perpetually forbidden.

Let the Governors-General and Governors of Provinces examine the conditions in their jurisdiction and devise means in conjunction with the Board of Finance for determining the amount, either by increasing or decreasing as the case may be, the allowances and rice-money of territorial authorities and tax-collectors while on duty together with the expenditure for travelling on the public service; and let the rates be published openly by proclamation so that the perceptions of clerks may be abolished for ever.

As regards the diversity of silver currency in the various provinces, and the differences of touch, which give dishonest traders and market dealers the opportunity for demanding discounts and profits off each transaction, grievous injury is inflicted thereby on all classes, and the Board of Finance is now commanded to issue stringent regulations forbidding such practices in the future, with the view that in a given number of years the national silver currency may become completely uniform.

Until the new coinage has been minted in sufficient quantities the dollar and subsidiary silver pieces in use in the Provinces, as well as the sycee may be used as before, for the time being, on the market, and treasury payments may still be made in sycee for the present, but must year by year be diminished by the substitution of the new silver coinage. On these questions let the Board of Finance carefully consider the circumstances and take satisfactory steps for the execution of this measure.

Let this Decree be generally circulated in all parts.
(Continued on page 6)

Today's Advertisement.

PUBLIC AUCTION.

THE Undersigned have received instructions to sell by PUBLIC AUCTION, FOR ACCOUNT OF THE CONCERNED, on SATURDAY, the 21st November, 1908, at 11 A.M., at their Sales Rooms, No. 2, Des Voeux Road, corner of Ice House Street, 75 Cases COLOURED GLASS TILES. (Specially adapted for the Walls of Bath Rooms, Shops, &c., &c.)

TERMS—As usual.
HUGHES & HOUGH,
Auctioneers.
Hongkong, 18th November, 1908. [1004]

AUTHORITY QUESTIONED.

CANTEEN-MANAGER PROSECUTED FOR SELLING DRINK.

The hearing of the charge preferred against Mr. A. M. Thornhill for selling intoxicating liquors in the Royal Engineers' Canteen without a licence was resumed in the Police Court, this forenoon.

Detective Sergeant Appleton conducted the case for the police, while Mr. Otto Kong Sing appeared for the defence.

It was stated for the prosecution that on the 11th instant, about eight p.m., a Chinese "boy" was given a hit and a \$5 bill and told to go to the R. F. Canteen and get one bottle of Black and White whiskey and a bottle of Port wine. The hit was signed "J. Long"—an assumed name. Detective Appleton accompanied the "boy" to Wellington barracks. The officer remained in the background and saw the "boy" enter. He was stopped by the sentry at the gate, and after a few words had passed between them the "boy" was allowed to proceed. He was away for about five minutes and returned with the two bottles which were wrapped in a piece of paper. This action was taken on the complaint of a number of comrades.

Mr. Kong Sing—I put it to you that the "boy" went in once and came out without the port wine?

Detective Appleton—No. Do you know what the Army regulations are with regard to Chinese entering Wellington Barracks?—I don't.

I suppose you knew perfectly well that you couldn't get this stuff yourself if you had tried for it?—I never tried.

Do you now that the Army regulations authorize them to sell liquor to soldiers and soldiers' servants?—Not to civilians.

I am not speaking about civilians. Do you or do you not?—I know nothing about Army regulations.

You treat this place as any ordinary public house?—Yes.

And you played the usual trick?—Yes. The cook in the employ of the sergeants at the Central Police Station spoke to taking a hit to the canteen of the Wellington Barracks. He was questioned by the bar "boy" as to where he came from. Witness replied, "From Sau-wah-long." He was also asked the name of his master, which the witness did not know.

He was told that for the whiskey and port wine he would have to pay \$2.10. The defendant was not in the canteen during witness' visit.

Mr. Kong Sing—When you entered the gates of the barracks you were stopped?

Witness—Yes. He stopped me and asked if I had a pass. I said I had not, and that I was going to the canteen to get some spirits.

I put it to you that you said that you were a soldier's "boy"?—I did not.

weren't you refused at the bar in the first instance?—No.

And came out and got a hit to present at the bar?—No.

The Court—How do you connect the defendant with the sale?

Sergeant Appleton—Because his name was on the bottles.

The defendant said that he was tenant of the R.E. Canteen and manager of the Soldiers' Club. He held a contract to do this with the Army officials, under the King's Regulations Ordinance, which entitled him to sell drink to soldiers and soldiers' servants. Witness was not in the canteen when this alleged sale took place. The bar "boys" had strict instructions not to sell to civilians. There was a rule about Chinese entering barracks. Therefore, if the sergeants' cook got to the canteen that night he had to produce a pass, signed by the Adjutant, which had to be shown to the sentry.

The Court—What becomes of the profits of the canteen?

Defendant—To pay rent.

How much?—\$25.

And all the profits besides that go to your self?—Yes. I have to pay the "boys."

By the Police—Do you import wines in bulk?

Port wine, yes. Whisky and sherry I buy locally.

For how much do you sell a bottle of port wine?—About eighty cents.

Is it not easy enough for a coolie to show any piece of paper to get in barracks?—That I would not say; whether he is let in or kicked out I have nothing to do with that.

Mr. Kong Sing—That rests with the sentry. He might have been asleep.

Mr. Kong Sing submitted that the defendant did not need a Justice's licence to sell liquor. It was provided for him by the Army regulations. If defendant was convicted then all canteens, even that of the police, would be made illegal.

The case was adjourned.

TYPHOON WARNING.

The following telegram was received at the American Consulate-General, from the Manila Observatory at 5 p.m. on 17th inst.:

Today's Advertisements.

LOST.

YESTERDAY, a JAPANESE SPANIEL (Black and White) answering to name of "Togo."
Who will be paid to any one returning the dog to the Police Sergeant, Naval Hospital, Hongkong, 17th November, 1908. [1002]

THE TRADE MARKS ORDINANCE, 1898.

APPLICATION FOR REGISTRATION OF TRADE MARK.

NOTICE is hereby given that CHONG HING AND COMPANY, of No. 39, Queen's Road West, Victoria, in the Colony of Hongkong, Tin Merchants, have, on the 14th October, 1908, applied for the Registration, in Hongkong, in the Register of Trade Marks, of the following Trade Marks:—

1. A Circular design containing four Chinese characters (中興公司) which is surrounded by an outer circle upon which appears the words "Chong Hing and Co." in English which words are a translation of the aforesaid four Chinese characters and the whole is surrounded by an outer circle.

2. An oblong tablet upon which appears the words "Chong Hing and Co." in English and immediately above the words Chong Hing appears the Chinese characters (中興) meaning in English Chong Hing.

3. An oblong tablet upon which appear the letters "C. H." meaning Chong Hing.

4. An oblong tablet upon which appear eight Chinese characters (頂上瓜紅球) meaning in English Best Selected Quantong Tin Slabs immediately above the eight Chinese characters appear the two Chinese characters (中興) meaning in English "Chong Hing."

5. Two small tablets upon one of which appear two Chinese characters (中興) meaning in English "Chong Hing" and upon the other tablet appear two Chinese characters (頂上) meaning in English "Tin Ingots," both of which tablets are used together and form one Trade Mark;

in the name of CHONG HING AND COMPANY, who claim to be the sole proprietors thereof.

The Trade Marks have been used by the Applicants in respect of TIN in Class 5 since the following years:—

No. 1. Since 1890.
Nos. 2 & 3. Since 1896.
Nos. 4 & 5. Since 1889.

Facsimiles of such Trade Marks can be seen at the Office of the Colonial Secretary of Hongkong, and also at the Office of the Undersigned.

Dated the 17th day of November, 1908.
DEACON, LOOKER & DEACON,
No. 1, Des Voeux Road Central,
Victoria, Hongkong,
Solicitors for the Applicants.

999]

AMERICAN AND MANCHURIAN LINE.

NOTICE TO CONSIGNEES.

FROM NEW YORK.

THE Steamship

"MATOPPO."

Captain Dorman, having arrived from the above Port, Consignees of Cargo are hereby informed that their Goods are being landed at their risk into the Godowns of the Hongkong and Kowloon Wharf and Godown Company, Limited, Kowloon, and stored at Consignees' risk and expense.

All broken, chafed, and damaged goods are to be left in the godowns, where they will be examined on TUESDAY, 24th inst., at 3 P.M.

All Claims must be presented within fifteen days of the steamer's arrival here, after which date they cannot be recognized.

No Claims will be admitted after the Goods have left the Godowns, and all Goods remaining undelivered after the 24th inst. will be subject to rent.

No Fire Insurance has been effected. Bills of Lading will be countersigned by SHEWAN, TOMES & Co., Agents.

Hongkong, 18th November, 1908. [1003]

INDO-CHINA STEAM NAVIGATION COMPANY, LIMITED.

FROM CALCUTTA, PENANG AND SINGAPORE.

THE Company's Steamship

"NAMSANG."

having arrived from the above Ports, Consignees of Cargo by her are hereby informed that their Goods will be delivered from alongside.

Cargo, impeding the discharge or remaining on board after 4 P.M. the 20th inst., will be landed at Consignees' risk and expense.

No Fire Insurance will be effected. Bills of Lading will be countersigned by JARDINE, MATHESON & Co., Ltd., General Managers.

Hongkong, 18th November, 1908. [1004]

HONGKONG, NEW YORK & BOSTON.

FOR NEW YORK ONLY.

S.S. "BRAEMAR"

On MONDAY, 23rd November, at 5 P.M. For freight and further information, apply to SHEWAN, TOMES & CO., General Agents.

Hongkong, 18th November, 1908. [1005]

AMERICAN-ASIATIC STEAMSHIP COMPANY.

FOR NEW YORK ONLY.

S.S. "BRAEMAR"

On MONDAY, 23rd November, at 5 P.M. For freight and further information, apply to SHEWAN, TOMES & CO., General Agents.

Hongkong, 18th November, 1908. [1006]

THE IMPERIAL COLONIAL CLUB.

THE above Club is formed chiefly for COLONIAL and OVER-SEAS MEMBERS; it is situated at No. 84, Piccadilly (the centre of Clubland), opposite the Green Park.

The Club has a Bridge Section, Reception, Dining, Billiard Room, Smoking Lounge, Reading Room and Library.

Ladies are eligible as Members. Entrance Fee, First Guinea, Annual Subscription, Five Guineas.

Further particulars from THE ORGANISING SECRETARY, 84, Piccadilly, W.

London, 19th August, 1908. [1007]

Intimations.

NETHERLANDS LLOYD OF AMSTERDAM AND BATAVIA.

THE Undersigned, having been appointed AGENTS of the above Company, are prepared to accept Fire and Marine Risks at Current Rates.

CRUZ, BASTO & CO.
Hongkong, 18th November, 1908. [1008]

THE IMPERIAL COLONIAL CLUB.

THE above Club is formed chiefly for COLONIAL and OVER-SEAS MEMBERS; it is situated at No. 84, Piccadilly (the centre of Clubland), opposite the Green Park.

The Club has a Bridge Section, Reception, Dining, Billiard Room, Smoking Lounge, Reading Room and Library.

Ladies are eligible as Members. Entrance Fee, First Guinea, Annual Subscription, Five Guineas.

Further particulars from THE ORGANISING SECRETARY, 84, Piccadilly, W.

London, 19th August, 1908. [1009]

To Let.

TO LET.

GODOWN No. 54, DUDDELL STREET.

Apply to—THE HONGKONG LAND INVESTMENT & AGENCY CO., LD.

Hongkong, 18th November, 1908. [1010]

TO LET.

A HOUSE IN KNUTSFORD TERRACE, Kowloon.

Apply to—THE HONGKONG LAND INVESTMENT & AGENCY CO., LD.

Hongkong, 18th November, 1908. [1011]

TO LET.

HATHERLEIGH, CONDUIT ROAD.

A HOUSE IN WONG-NEI-CHONG ROAD.

A HOUSE IN RIFON TERRACE.

OFFICES IN YORK BUILDING.

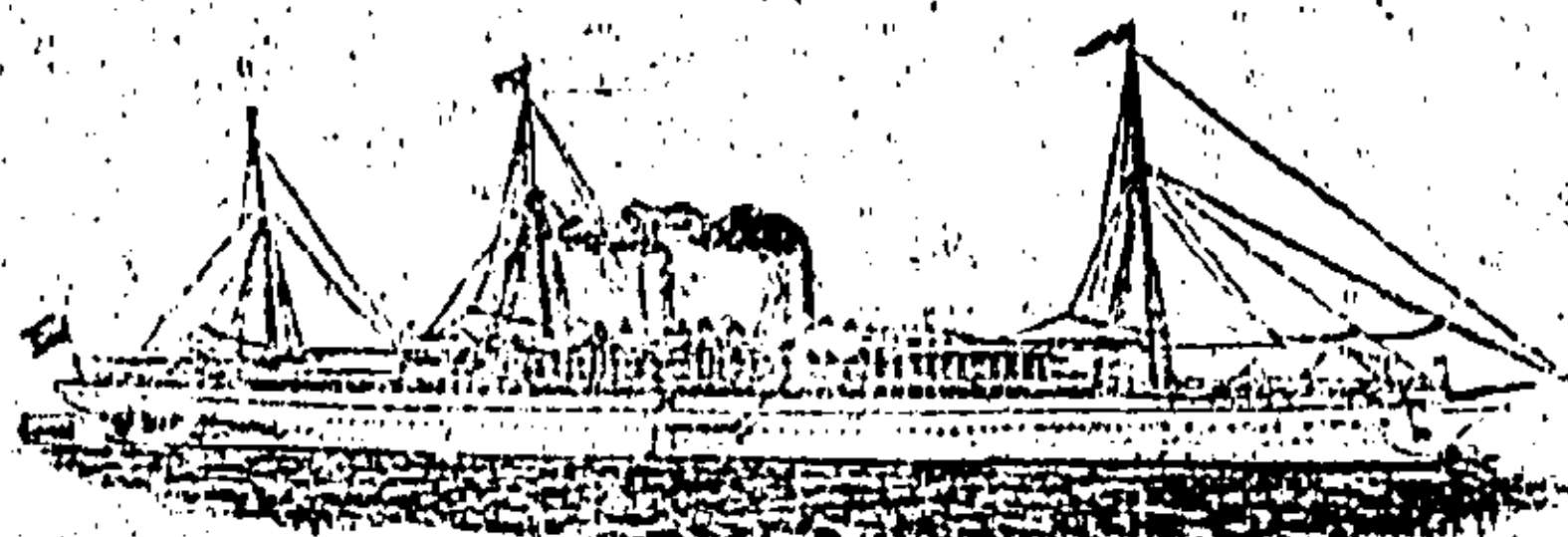
GODOWNS—in PRATA EAST, BLUE BUILDINGS, and No. 168, DES VOEUX ROAD next to the Hongkong Hotel.

FLATS IN MORETON TERRACE.

No. 10, DES VOEUX ROAD CENTRAL, 1st Floor.

Shipping—Steamers.

CANADIAN PACIFIC RAILWAY COY'S ROYAL MAIL STEAMSHIP LINE.



Luxury—Speed—Punctuality.

The only Line that maintains a Regular Schedule Service of under 12 Days across the Pacific to the "Empress Line." Sailing 5 to 10 Days' Ocean Travel.

19 Days YOKOHAMA TO VANCOUVER. 21 Days HONGKONG TO VANCOUVER

PROPOSED SAILINGS.

(Subject to Alteration).

R.M.S.	Tons	LEAVE HONGKONG	ARRIVE VANCOUVER
"EMPRESS OF CHINA"	6,000	SATURDAY, Nov. 28th	Dec. 19th
"MONTEAGLE"	6,163	WEDNESDAY, Dec. 9th	Jan. 2nd, 1909.
"EMPRESS OF INDIA"	6,000	SATURDAY, Dec. 19th	Jan. 8th
"EMPRESS OF JAPAN"	6,000	SATURDAY, Jan. 16th	Feb. 5th
"EMPRESS OF CHINA"	6,000	SATURDAY, Feb. 13th	March 5th
"MONTEAGLE"	6,163	TUESDAY, Mar. 2nd	Mar. 26th

"EMPRESS" steamships will depart from Hongkong at 4 P.M.

S.S. "MONTEAGLE" at 12 Noon.

THE Quickest route to CANADA, UNITED STATES AND EUROPE, calling at SHANGHAI, NAGASAKI, (through the INLAND SEA OF JAPAN), KOBE, YOKOHAMA, and VIETORIA, B.C., connecting at VANCOUVER with a Special Mail Express, and at QUEBEC, with the Company's New Palatial "EMPRESS" Steamships, 14,500 tons register, thus providing a comfortable and speedy through route to Europe.

Hongkong to London, 1st Class, via Canadian Atlantic Ports or New York £71.10.

Hongkong to London, Intermediate on Steamers, and 1st Class on Railways, £40. " £42.

First-class rates to London include cost of Meals and Berth in Sleeping Car while crossing the American Continent by Canadian, Pacific direct line.

R.M.S. "MONTEAGLE" carries "Intermediate" Passengers only, at Intermediate rates, affording superior accommodation for that class.

Passengers booked through to all points and AROUND THE WORLD.

SPECIAL THROUGH RATES (First Class only) granted to Missionaries, Members of the Navy, Military, Diplomatic and Civil Services, and to European Officials to the Service of China and Japan Governments.

For further information, Maps, Routes, Hand Books, Rates of Freight and Passage, apply to

D. W. GRADDOCK, General Traffic Agent for China, &c., Corner Pender Street and Praya, Opposite Blais Pier.

INDO-CHINA STEAM NAVIGATION CO., LD.

(PROJECTED SAILINGS FROM HONGKONG.—SUBJECT TO ALTERATION).

FOR	STEAMSHIP	On
SHANGHAI VIA SWATOW	"HANGSANG"	THURSDAY, 19th Nov., Noon.
TIENSIN VIA CHEFOO	"CHONGSHING"	FRIDAY, 20th Nov., Noon.
MANILA	"LOONGSANG"	FRIDAY, 20th Nov., 4 P.M.
SHANGHAI, YOKOHAMA, KOBE	"NAMSANG"	SATURDAY, 21st Nov., Noon.
MOI	"NAMSANG"	SATURDAY, 21st Nov., 4 P.M.
SINGAPORE, PENANG & CALCUTTA	"FOOKSANG"	FRIDAY, 27th Nov., 1 P.M.
MANILA	"YUENSANG"	FRIDAY, 27th Nov., 4 P.M.

RETURN TOURS TO JAPAN.

OCCUPYING 21 DAYS.

The steamers "Kaitang," "Namsang" and "Fooksang" leave about every 3 weeks for Shanghai and Yokohama returning via Kobe (Inland Sea) and Moji to Hongkong, providing a stay of 5 to 6 days in Japan if passengers leave the steamer at Yokohama and return at Kobe.

These vessels have all modern improvements and are fitted throughout with Electric Light.

A daily qualified surgeon is also carried.

Steamers have superior accommodation for First-class Passengers, and are fitted throughout with Electric Light.

Taking Cargo on through Bills of Lading to Yangtze Ports, Chefoo, Tientsin & Newchwang.

For Freight or Passage, apply to

JARDINE MATHESON & CO., LD.,

General Managers.

Telephone No. 61.

Hongkong, 18th November, 1908.

CHINA NAVIGATION CO., LIMITED.

SAILINGS SUBJECT TO ALTERATION.

FOR	STEAMERS	TO SAIL
PAKHOI & HAIPHONG	"SINGAN"	19th Nov., 8 A.M.
SWATOW, WEIHAWEI, CHEFOO & TIENSIN	"KUEICHOW"	19th " 2 P.M.
AMOY, MANILA, CEBU & ILOILO	"KAIFONG"	20th " Daylight.
SAMARANG & SOERABAYA	"SHANTUNG"	20th " 4 P.M.
SHANGHAI	"SHAOSHING"	21st " "
MANILA, ZAMBOANGA, PORT DARWIN, THURSDAY I. & AUSTRALIA	"CHANGSHA"	23rd " "
MANILA	"TAMING"	24th " "

MANILA and TIENSIN STEAMERS have superior Passenger accommodation with Electric Light throughout and Electric Fans in the Staterooms and Dining Saloon.

AUSTRALIAN STEAMERS have superior accommodation with Electric Light throughout and Electric Fans in the Staterooms. A daily qualified Surgeon is carried. Cargo booked through for all Australian, New Zealand and Tasmanian Ports.

SHANGHAI STEAMERS have good Saloon Passenger accommodation and take cargo on through Bills of Lading to all Yangtze and Northern China Ports.

Reduced Saloon Fares, Single and Return, to Manila and Australia.

For Freight or Passage, apply to

BUTTERFIELD & SWIRE,

AGENTS.

Telephone No. 36.

Hongkong, 18th November, 1908.



HONGKONG—MANILA.

Highest Class, newest, fastest and most luxurious Steamers between Hongkong and Manila.—Saloon and ships—Electric Light—Perfect Cuisine—Surgeon and Stewards carried.—All the most up-to-date arrangements for comfort of Passengers.

CHINA AND MANILA STEAMSHIP COMPANY, LIMITED.

Steamship.	Tons.	Captain.	For	Sailing Dates.
ZAFIRO	3540	R. Rodger	MANILA	SATURDAY, 21st Nov., at Noon.
RUBI	3540	Almond	"	SATURDAY, 28th Nov., at Noon.

For Freight or Passage, apply to

SHEWAN TOMES & CO.,

GENERAL MANAGERS.

Hongkong, 18th November, 1908.

Shipping—Steamers.



THE PENINSULAR AND ORIENTAL STEAM NAVIGATION COMPANY.

STEAM

FOR STRAITS, OCEAN, AUSTRALIA, INDIA, ADEN, EGYPT, MEDITERRANEAN PORTS, PLYMOUTH AND LONDON.

(Through Bills of Lading issued for BATAVIA, PERSIAN GULF, CONTINENTAL, AMERICA and SOUTH AFRICAN.)

THE Steamship

"OCEANA,"

Captain T. H. Hyde, R.N.R., carrying His Majesty's Mails, will be despatched from this for BOMBAY, &c., on SATURDAY, the 28th November, at Noon, taking Passengers and Cargo for the above Ports in connection with the Company's S.S. "Aldabra," 9,500 tons, from Colombo, Passengers' accommodation in which vessel is secured before departure from Hongkong.

Silk and Valuables, all Cargo for France, and Tea for London (under arrangement) will be transhipped at Colombo into the Mail steamer proceeding direct to Marseilles and London, other Cargo for London, &c., will be conveyed via Bombay by the R.M.S. "Oceana," due in London on 9th January, 1909.

Parcels will be received at this Office until 4 P.M. the day before sailing. The Contents and Value of all Packages are required.

For further Particulars, apply to

E. A. HEWETT,

Superintendent.

Hongkong, 14th November, 1908.

NORTHERN PACIFIC LINE

Connecting at Tacoma with

NORTHERN PACIFIC RAILWAY

COMPANY.

Taking Cargo on through Bills of Lading to all Overland Common Points in the United States of America and Canada, and also for the principal ports in Mexico, and Central and South America.

PROPOSED SAILINGS FROM HONGKONG FOR

"V. OTORIA, B.C., AND TACOMA,"

VIA

MOJI, KOBE AND YOKOHAMA.

Steamer	Tons	Captain	To Sail
"Swerve"	6,232	Shotton	Nov. 19
"Kumari"	6,232	Cowley	Dec. 17
"Tavris"	4,789	Boyd	Jan. 14
"Bavaria"	4,445	Mahle	Feb. 11

These steamers are specially fitted for the carriage of Asiatic Storage passengers.

PARCEL EXPRESS TO THE UNITED STATES AND CANADA.

For further information, apply to

DODWELL & CO., LIMITED.

General Agents.

Queen's Buildings.

Hongkong, 10th October, 1908.

"SHIRE" LINE OF STEAMERS, LTD.

FOR LONDON, HAMBURG AND ANTWERP.

THE Steamship

"DENBIGHSHIRE"

will be despatched for the above Ports on or about the 30th November, 1908.

For Freight or Passage, apply to

SHEWAN, TOMES & CO.,

Agents.

Hongkong, 19th October, 1908.

THE AMERICAN AND ORIENTAL LINE.

FOR BOSTON AND NEW YORK.

(With liberty to call at the Malabar Coast).

THE Steamship

"TUDOR PRINCE,"

Captain Macdonald, will be despatched for the above Ports, on or about SATURDAY, the 14th December, 1908.

For Freight, apply to

ARNHOLD, KARBURG & Co.,

Agents.

Hongkong, 11th November, 1908.

STEAM TO CANTON.

THE New Twin Screw Steel Steamers

"KWONG TUNG" ...Capt. H. W. WALKER.

"KWONG SAI" ...Capt. E. S. CROWE.

Leave Hongkong for Canton at 9 every evening. (Sundays excepted).

Leave Canton for Hongkong at 5.30 every evening. (Sundays excepted).

These Fine New Steamers have unexcelled accommodation for First Class Passengers and are lit throughout by Electricity. Electric Fans in First Class Cabins.

Passage Fare—Single Journey\$4.

Meals\$1.25 each

The Company's Wharf is situated in front of the New Western Market, opposite the old Harbour Office.

YUEN ON S.S. CO., LD.,

and

SHUJON S.S. CO., LD.,

No. 5, Queen's Road West.

Hongkong, 18th Nov. 1908.

Shipping—Steamers.

FOR SINGAPORE, PENANG AND CALCUTTA.

THE Steamship

"CATHERINE APCAR,"

Captain W. D. A. Thomas, will be despatched for the above Ports TO-MORROW, the 19th instant at Noon, instead of as previously advertised.

For Freight or Passage, apply to

DAVID SASSOON & CO., LIMITED,

Agents.

Hongkong, 18th November, 1908.

REGULAR STEAMSHIP SERVICE

TO NEW YORK,

VIA PORTS AND SUEZ CANAL.

(With Liberty to Call at Malabar Coast.)

PROPOSED SAILINGS FROM HONGKONG:

FOR NEW YORK:

S.S. "WRAY CASTLE" ...1st Dec.

For Freight and further information, apply to

DODWELL & Co., LIMITED.

Agents.

Hongkong, 4th November, 1908.

Intimations.

THE

CHINA PROVIDENT LOAN AND

MORTGAGE CO., LD.

(CAPITAL PAID UP\$1,250,000)

Loans on Mortgage of House Property, &c.

Advances received on Storage.

Advances made on Merchandise.

Loans made on the Provident System.

(Rates and Particulars on application).

THE OFFICE OF

TRUSTEE, EXECUTOR OF WILLS,

ATTORNEY, &c.,

Undertaken and Executed.

SHEWAN, TOMES & Co.,

General Managers.

Hongkong, 19th March, 1908.

PEAK TRAMWAYS COMPANY, LIMITED.

TIME TABLE.

WEEK DAYS.

7.00 a.m. to 9.30 a.m. ...Every 10 minutes.

9.30 a.m. to 11.00 a.m. ...Every 15 minutes.

11.00 a.m. to 12.45 p.m. ...Every 15 minutes.

12.45 p.m. to 1.15 p.m. ...Every 15 minutes.

1.15 p.m. to 1.45 p.m. ...Every 15 minutes.

1.45 p.m. to 2.15 p.m. ...Every 10 minutes.

2.15 p.m. to 3.00 p.m. ...Every 15 minutes.

3.00 p.m. to 5.00 p.m. ...Every 15 minutes.

5.00 p.m. to 8.00 p.m. ...Every 10 minutes.

NIGHT CARS.

8.45 p.m. and 9 p.m. to 11.15 p.m.

every half hour.

SUNDAYS.

8.00 a.m. to 9.00 a.m. ...Every 15 minutes.

9.00 a.m. to 9.30 a.m. ...Every 30 minutes.

9.30 a.m. to 10.30 a.m. ...Every 15 minutes.

10.30 a.m. to 11.00 a.m. ...Every 10 minutes.

11.45 a.m. to 12.00 noon ...Every 15 minutes.

12.00 noon to 1.00 p.m. ...Every 10 minutes.

1.00 p.m. to 5.00 p.m. ...Every 15 minutes.

5.00 p.m. to 6.00 p.m. ...Every 10 minutes.

6.00 p.m. to 7.00 p.m. ...Every 15 minutes.

7.00 p.m. to 8.00 p.m. ...Every 10 minutes.

NIGHT CARS on Week Days.

SATURDAYS.

Extra cars at 3.15 p.m., 11.30 p.m. and 11.45 p.m.

SPECIAL CARS by Arrangement at the

Company's Office, ALEXANDRA BUILDING,

Des Vaux Road Central.

JOHN D. HUMPHREYS & SON,

General Managers.

Hongkong, 18th Nov. 1908.

GREEN ISLAND CEMENT COMPANY, LIMITED.

PORTLAND CEMENT.

In Casks of 37½ lbs. net \$5.50 per Cask

ex Factory.

In Bags of 25 lbs. net \$8.45 per Bag

ex Factory.

SHEWAN TOMES & Co.,

General Managers.

Hongkong, 15th August, 1908.

THERAPION MAY NOW ALSO BE OBTAINED

IN DRAGEE (TASTELESS) FORM.

THE NEW FRENCH REMEDY

TRADE MARK.

THERAPION NO. 1

is a powerful and highly popular remedy, used in the Continental Hospitals by M. Dr. Robert

Vieljeux and others, combines all the desiderata to be sought in a medicine of the kind, and surpasses every other remedy employed.

THERAPION NO. 2

is a powerful and highly popular remedy, used in the Continental Hospitals by M. Dr. Robert

Vieljeux and others, combines all the desiderata to be sought in a medicine of the kind, and surpasses every other remedy employed.

THERAPION NO. 3

is a powerful and highly popular remedy, used in the Continental Hospitals by M. Dr. Robert

Vieljeux and others, combines all the desiderata to be sought in a medicine of the kind, and surpasses every other remedy employed.

THERAPION

is sold by all Chemists and Druggists.

Sold by all Chemists.

CHINA'S CURRENCY.

(Continued from page 5)

(Translation.)

MEMORIAL OF GOVERNMENT COUNCIL (HUI CHENG WU CHU) ON THE QUESTION OF A UNIFORM NATIONAL CURRENCY.

The Special Envoy to America, Tang Shao-Yi, having memorialised the Throne on September 22nd, praying that effect should be given to all the Articles of the Commercial Treaties, and that the question of currency should be speedily determined, the present memorialists were commanded to deliberate and report thereon without delay.

As the Throne is aware, the question of currency has been considered repeatedly by the high authorities in the Capital, and investigated and reported upon by all the Provincial Authorities. Special Memoranda on the subject have also been submitted by Chang Chih-tung, Lu Ch'uan-shan and Yuan Shih-k'ai, as well as by the Board of Finance; all of which, under a Decree of April 25th, were handed over to the Government Council and the Senate for consideration. All this shows sufficiently the great care which has been bestowed by the Throne on this important question.

Now, the freedom of communication throughout the world rendered this question of currency of still greater import than ever before. If we were to follow the rest of the world we should adopt a gold standard. But if the present conditions prevailing in China be our guide, we should use a silver standard. Moreover, if the principles underlying the development of currencies be examined, it will be found that between the extreme of copper and gold there must always be the intermediary stage of a silver currency; and for these reasons it is both right and suitable that China should now begin at first with a silver standard.

But although the adoption of a silver currency has been unanimously advocated, there has been by no means the same unity of opinion as to whether it should be a tael or dollar currency. The present memorialists have considered this point most profoundly, and from the reports of the Governor-General and Governors of Provinces that eleven Provinces favour the tael against eight in favour of the dollar—the remainder either advocating the use of both, concurrently, or proposing the introduction of a new coin of 7 mace.

Tang T'ieh-shan, in his Memorial, also favoured the tael currency; and from the point of view of national dignity it seems to us that we ought to try and stand alone, and that we cannot afford to throw away our sovereign rights in order to gratify the wishes of others; while from the point of view of the people we should follow a course suitable to the greater number, and not change a tradition of the country for the convenience of open ports or trading marts. This is as much a fundamental principle for our guidance in making the enactment to-day, as it will be an essential factor for the future success of the measure itself; and as we have dealt with this point in previous Memorials there is no need to elaborate it further. We now propose merely to present a few of the principal arguments on both sides in

